

COUNTY COUNCIL  
OF  
HARFORD COUNTY, MARYLAND

BILL NO. 02-26

Introduced by Council President Hirsch at the request of the County Executive

Legislative Session Day No. 02-20 Date: August 6, 2002

**AN ORDINANCE approving and providing for a multi-year Installment Purchase Agreement by Harford County, Maryland to acquire development rights in up to 205 acres of agricultural land located at 3443 Wilson Road and 3923 Street Road, Street, Maryland 21154 from Mable S. Stubbs, Trustee and Donald S. Stubbs, Trustee, or any other owner thereof for a maximum purchase price of \$3,500.00 per acre or portion thereof (excluding one acre for any existing residential dwelling); providing that the County's obligation to pay such purchase price and interest thereon shall be a full faith and credit general obligation of the County; providing for the levying of taxes for such payments; authorizing the County Executive to make modifications in such Agreement under certain circumstances; providing for and determining various matters in connection therewith.**

By the Council,  
August 6, 2002

Introduced, read first time, ordered posted and public hearing scheduled

on: September 3, 2002

at: 6:30 p.m.

By Order: James E. Massey, Jr., Council Administrator

**PUBLIC HEARING**

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on September 3, 2002, and concluded on September 3, 2002.

James E. Massey, Jr. Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [BRACKETS] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

RECITALS

1  
2  
3 In accordance with the provisions of Section 524 of the  
4 Charter of Harford County (the "Charter"), the Annual Budget and  
5 Appropriation Ordinance of Harford County, Maryland (the  
6 "County") the Budget for fiscal year 2003, Bill No. 02-13 (the  
7 "Budget Ordinance") includes a project permitting the County to  
8 enter into installment purchase agreements to acquire development  
9 rights in agricultural lands located within the County, which  
10 Budget Ordinance was adopted by the County Council of Harford  
11 County, Maryland (the "County Council"), in accordance with the  
12 Charter.

13 Section 520 of the Charter provides that "any contract,  
14 lease or other obligation in excess of three thousand dollars  
15 (\$3,000) requiring the payment of funds from the appropriations  
16 of a later fiscal year shall be authorized by legislative act,  
17 and Section 524 of the Charter provides that the County may incur  
18 debt and pursuant to Bill No. 93-2 passed by the County Council  
19 on April 6, 1993, approved by the County Executive of the County  
20 on April 20, 1993, and effective on June 21, 1993 (the  
21 "Authorizing Act"), the County has been authorized and empowered  
22 to enter into installment purchase agreements to purchase  
23 easements for agricultural land preservation purposes

24 The Authorizing Act provides that after review by the  
25 Harford County Agricultural Advisory Board in accordance with the  
26 County's Easement Priority Ranking System and approval by the  
27 Harford County Board of Estimates, the County Council, may  
28 approve and provide for the acquisition of the development rights

in each particular parcel of agricultural land, as defined in the Authorizing Act.

Attached to this Ordinance as Exhibit A is an application to sell a development rights easement signed by the landowner where agricultural land is the subject of this Ordinance.

Attached to this Ordinance as Exhibit B are records of The Harford County Agricultural Advisory Board evaluating all applications to offer development right easements to the County, with each application ranked pursuant to the County's easement priority ranking system.

The County has now determined to enter into an Installment Purchase Agreement with Mable S. Stubbs, Trustee and Donald S. Stubbs, Trustee, or any other person who is or becomes the owner of all or any portion of the Land (hereinafter defined) prior to execution and delivery of such Agreement, in order to acquire the development rights in approximately 205 acres, more or less, of agricultural land located at 3443 Wilson Road and 3923 Street Road, Street, Maryland 21154 within the County for an aggregate purchase price not in excess of \$717,500.00, plus interest thereon, the actual amount of the purchase price to be equal to the lesser of such maximum amount or \$3,500.00 times the number of acres in such land (minus one acre for any existing residential dwelling located thereon), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE:

SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That

1 (a) Harford County, Maryland (the "County") shall  
2 enter into an Installment Purchase Agreement (the "Installment  
3 Purchase Agreement") with Mable S. Stubbs, Trustee and Donald S.  
4 Stubbs, Trustee, or any person who is or becomes the owner of all  
5 or any portion of the Land (hereinafter defined) prior to the  
6 execution and delivery of the Installment Purchase Agreement (the  
7 "Seller") in order to acquire the development rights in  
8 approximately 205 acres of land, more or less, located at 3443  
9 Wilson Road and 3923 Street Road, Street, Maryland 21154 within  
10 the County (the "Land"), for an aggregate purchase price not in  
11 excess of \$717,500.00 (the "Purchase Price"), plus interest  
12 thereon as hereinafter provided; provided that the actual amount  
13 of the Purchase Price shall be equal to the lesser of such  
14 maximum amount or \$3,500.00 multiplied by the number of acres in  
15 the Land (minus one acre for any existing residential dwelling  
16 located thereon);

17 (b) The Installment Purchase Agreement shall be in  
18 substantially the form attached hereto as Exhibit C and made a  
19 part hereof, and in such form the Installment Purchase Agreement  
20 is hereby approved as to form and content. The Installment  
21 Purchase Agreement shall be dated as of the date of its execution  
22 and delivery by the County and the Seller (the "Closing Date");

23 (c) A portion of the Purchase Price, in the amount  
24 determined as hereinafter provided, shall be paid in cash on the  
25 Closing Date. The balance of the Purchase Price shall be paid to  
26 the Seller in each year thereafter to and including a date not  
27 more than twenty (20) years after the Closing Date. The dates on

1 which each such installment is payable shall be determined by the  
2 County Executive and the Treasurer and shall be inserted in the  
3 form of the Installment Purchase Agreement attached hereto as  
4 Exhibit C;

5 (d) Interest on the unpaid balance of the Purchase  
6 Price shall accrue from the Closing Date and shall be payable at  
7 least annually in each year, commencing on the first of such  
8 dates to follow the Closing Date and continuing to and including  
9 a date not more than 20 years after the Closing Date at an  
10 interest rate equal to the yield on U.S. Treasury STRIPS maturing  
11 on the date next preceding the final maturity date in the  
12 Installment Purchase Agreement determined as of the business day  
13 preceding the Closing Date and rounded to the next highest 0.05%  
14 per annum. Interest shall be calculated on the basis of a 360-  
15 day year of twelve 30-day months;

16 (e) The County's obligation to make payments of the  
17 Purchase Price under the Installment Purchase Agreement and to  
18 pay interest thereon is and shall be a general obligation of the  
19 County and is and shall be made upon its full faith and credit.

20 SECTION 2. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
21 HARFORD COUNTY, MARYLAND,

22 That it is hereby found and determined that:

23 (a) The acquisition of the development rights in the  
24 Land as set forth in Section 1 of this Ordinance and in the form  
25 of the Installment Purchase Agreement attached hereto as  
26 Exhibit C is in the best interests of the County;

(b) The Installment Purchase Agreement is a contract providing for the payment of funds at a time beyond the fiscal year in which it is made and requires the payment of funds from appropriations of later fiscal years;

(c) Funds for the payment of the Purchase Price under the Installment Purchase Agreement are included in the Budget Ordinance, As Amended;

(d) The County shall acquire the development rights in the Land in perpetuity;

(e) The Purchase Price is within the legal limitation on the indebtedness of the County as set forth in Article 25A, § 5(P) of the Annotated Code of Maryland;

(f) The cost of acquiring the development rights in the Land is equal to the Purchase Price;

(g) The only practical way to acquire the development rights in the Land is by private negotiated agreement between the County and the Seller.

SECTION 3. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the Installment Purchase Agreement shall be signed by the County Executive of the County (the "County Executive") by his manual signature, and the Installment Purchase Agreement shall bear the corporate seal of the County, attested by the manual signature of the Director of Administration of the County (the "Director of Administration").

In the event that any officer whose signature shall appear on the Installment Purchase Agreement shall cease to be such officer before the delivery of the Installment Purchase Agreement, such

1 signature shall nevertheless be valid and sufficient for all  
2 purposes, the same as if such officer had remained in office  
3 until delivery.

4 SECTION 4. AND BE IT FURTHER ENACTED BY THE COUNTY COUNCIL  
5 OF HARFORD COUNTY, MARYLAND, That the County Executive and the  
6 Treasurer are hereby authorized, prior to execution and delivery  
7 of the Installment Purchase Agreement, to make such changes or  
8 modifications in the form of the Installment Purchase Agreement  
9 attached hereto as Exhibit C as may be required or deemed  
10 appropriate by them in order to accomplish the purpose of the  
11 transactions (including, but not limited to, determining the  
12 portion of the Purchase Price to be paid in cash on the Closing  
13 Date and establishment of interest and principal payment dates in  
14 each year that the Installment Purchase Agreement is outstanding)  
15 authorized by this Ordinance; provided that such changes shall be  
16 within the scope of the transactions authorized by this Ordinance  
17 and the execution of the Installment Purchase Agreement by the  
18 County Executive shall be conclusive evidence of the approval by  
19 the County Executive of all changes or modifications in the form  
20 of the Installment Purchase Agreement and shall thereupon become  
21 binding upon the County in accordance with its terms, as  
22 authorized by Section 524 of the Charter and the Authorizing Act  
23 (collectively, the "Enabling Legislation"), and as provided for  
24 in this Ordinance.

25 SECTION 5. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
26 HARFORD COUNTY, MARYLAND, That the County Executive, the Director  
27 of Administration, the Treasurer of the County and other

1 officials of the County are hereby authorized and empowered to do  
2 all such acts and things and to execute, acknowledge, seal and  
3 deliver such documents (including a Tax Certificate and  
4 Compliance Agreement) and certificates as the County Executive  
5 may determine to be necessary to carry out and comply with the  
6 provisions of this Ordinance subject to the limitations set forth  
7 in the Enabling Legislation and any limitations set forth in this  
8 Ordinance.

9 SECTION 6. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
10 HARFORD COUNTY, MARYLAND, That the Treasurer of the County is  
11 hereby designated and appointed as registrar and paying agent for  
12 the Installment Purchase Agreement (the "Registrar"). The  
13 Registrar shall maintain, or cause to be maintained, books of the  
14 County for the registration and transfer of ownership of the  
15 Installment Purchase Agreement. In addition, the County may,  
16 from time to time, designate and appoint the Department of the  
17 Treasury of the County, any officer or employee of the County or  
18 one or more banks, trust companies, corporations or other  
19 financial institutions to act as a substitute or alternate  
20 registrar or paying agent for the Installment Purchase Agreement,  
21 and any such substitute or alternate shall be deemed to be the  
22 Registrar or an alternate Registrar for all purposes specified in  
23 the resolution appointing such substitute or alternate. Any such  
24 appointment shall be made by the County Council by resolution and  
25 the exercise of such power of appointment, no matter how often,  
26 shall not be an exhaustion thereof.



1        SECTION 7.    BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
2    HARFORD COUNTY, MARYLAND, That for the purpose of paying the  
3    installments of the Purchase Price when due and payable and the  
4    interest on the unpaid portion of the Purchase Price when due and  
5    payable, there is hereby levied, and there shall hereafter be  
6    levied in each fiscal year that any portion of the Purchase Price  
7    payable under the Installment Purchase Agreement remains  
8    outstanding, *ad valorem* taxes on real and tangible personal  
9    property and intangible property subject to taxation by the  
10   County, without limitation of rate or amount, and, in addition,  
11   upon such other intangible property as may be subject to taxation  
12   by the County within limitations prescribed by law, in an amount  
13   sufficient, together with the portion of the transfer tax imposed  
14   on transfers of real property in Harford County which is  
15   dedicated to agricultural land preservation and other available  
16   funds, to pay any installment of the Purchase Price under the  
17   Installment Purchase Agreement maturing during the succeeding  
18   year and to pay the annual interest on the outstanding balance of  
19   the Purchase Price until all of the Purchase Price under the  
20   Installment Purchase Agreement and such interest have been paid  
21   in full; and the full faith and credit and the unlimited taxing  
22   power of the County are hereby irrevocably pledged to the  
23   punctual payment of the Purchase Price under the Installment  
24   Purchase Agreement and the interest on the unpaid balance of the  
25   Purchase Price as and when the same respectively become due and  
26   payable.

1        SECTION 8. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
2        HARFORD COUNTY, MARYLAND, That this Ordinance shall take effect  
3        sixty (60) calendar days after it becomes law.

4        EFFECTIVE:

5  
6  
7                    The Council Administrator of the  
8                    Council does hereby certify that  
9                    fifteen (15) copies of this Bill  
10                   are immediately available for  
11                   distribution to the public and the  
12                   press.

13  
14                   James E. Massey Jr.  
15                   Council Administrator  
16  
17  
18  
19  
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21  
22  
23  
24

#7040936

**EXHIBIT A**

Application

**JAMES M. HARKINS**  
HARFORD COUNTY EXECUTIVE



**JOSEPH KOCY**  
DIRECTOR OF PLANNING & ZONING

**JOHN J. O'NEILL, JR.**  
DIRECTOR OF ADMINISTRATION

**HARFORD COUNTY GOVERNMENT**  
Department of Planning and Zoning

**COMMITMENT LETTER CONTRACT**  
**Harford County Agricultural Land Preservation Easement Program**

RE: Purchase of Development Rights on Approximately 185 Acres of Land.

Dear Mr. Donald Stubbs:

We are pleased to extend an offer to purchase the development rights on your property and place a land conservation easement on it consisting of approximately 185 acres, subject to verification before settlement by survey submitted to Harford County, located at 3443 Wilson Road and 3923 Street Road Street. MD 21154. In accordance with your application, this offer is in the form of a 10 year Installment Purchase Agreement (IPA) at settlement.

This agreement is subject to the following terms and conditions:

1. Purchase Price: Harford County (County) offers to purchase the Development Rights from the Seller for a purchase price of \$3..500.00 dollars per acre (excluding one acre for each dwelling pursuant to the Enabling Legislation or other exclusion acreage required by the County). The Purchase Price shall be paid in installments beginning on the settlement and on the same day of each year thereafter for a ten (10) year period. The Seller shall receive, a cash payment at settlement to be applied against the purchase price.
2. Interest on Unpaid Balance of Purchase Price: Interest on the unpaid balance of the Purchase Price shall accrue from date of settlement and shall be payable annually thereafter for a ten (10) year period. Interest shall accrue and be payable at the rate equal to the yield on U.S. Treasury Strips maturing on or before the settlement date determined as of the business day preceding the settlement date.

*Preserving our values, protecting our future*

MY DIRECT PHONE NUMBER IS (410) 638-3103

220 SOUTH MAIN STREET BEL AIR MARYLAND 21014 410-638-3000 • 410-879-2000 • TTY 410-638-3086 • [www.co.ha.md.us](http://www.co.ha.md.us)

**HARFORD COUNTY, MARYLAND**  
**DEPARTMENT OF PLANNING AND ZONING**  
Harford County Administrative Offices Building  
220 South Main Street  
Bel Air, Maryland 21014  
(410) 638-3103

*Harford County Agricultural Land Preservation Act  
Application*

1. If any item is inapplicable, please mark "N/A."
2. If any item includes a choice indicated by a box, please check the appropriate box and include or attach any other information required.
3. Each item should be completed as fully as possible by all applicants, unless otherwise indicated. If you are uncertain as to whether particular information is applicable to an item, please still include such information.
4. Please feel free to expand your answers by attaching additional sheets if necessary.
5. This is an application to sell a development rights easement to Harford County, Maryland pursuant to the Harford County Agricultural Land Preservation Act [Bill No. 93-2 as passed by the Harford County Council on April 6, 1993 (the "Act")].  
After sale of the development rights easement, the only use of the land permitted under the Act is agricultural.
6. This application is subject to review by the Harford County Agricultural Advisory Board, and the land will be evaluated in accordance with the Harford County Easement Priority Ranking System.
7. This application is subject to the provisions of the Act. Applicant acknowledges receipt of the following:
  - a. Summary of the Act.
  - b. Sample form of deed of easement.
  - c. Sample form of installment purchase agreement.
  - d. Sample form of opinion of bond counsel.

APPLICANT (i.e., the owner of the land). Indicate the portion owned by each owner.

A. Correct legal name: \_\_\_\_\_

Donald S. Stubbs trustee &

Mabel S. Stubbs trustee

B. Address (if mailing address is a post office box, please give a street address as well):

3923 Street Road

Street, MD 21154-1317

C. Telephone No. 410-452-8452 Fax No. \_\_\_\_\_

D. Social Security Number or Tax Identification Number for each owner.

\_\_\_\_\_  
\_\_\_\_\_

E. Type of legal entity:

☒ Individual

☐ corporation incorporated in the State of \_\_\_\_\_

☐ general partnership created in the State of \_\_\_\_\_

☐ limited partnership created in the State of \_\_\_\_\_

☐ limited liability company created in the State of \_\_\_\_\_

F. Description of Applicants business and percentage of income attributed to agriculture production:

10% retired, property rented out

G. Contact person at Applicant's organization:

1. Name: Same

2. Title: \_\_\_\_\_

3. Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

H. Legal counsel representing Applicant in proposed transaction:

1. Name: N/A

2. Address: \_\_\_\_\_

3. Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Surveyor representing applicant (not applicable if survey is 1960 or newer and completely closes)

1. Name: Highland Survey Co.

2. Address: \_\_\_\_\_

3. Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

J. Information concerning ownership (attach copy of deed(s) for all parcels).

Please list below all information for each parcel contained in this easement purchase.

1. Date of acquisition; recording reference; Harford County Tax map and parcel number; acres; address; sale of land, development rights, family conveyances or easement restriction applied to each parcel.

1902 /0505 & 1902/0503

map #18 / parcel 71 & 150 /map #17 / parcel 134

no subdivision

no family conv.

K. Mortgagees or Deeds of Trust or other encumbrances (including leases).  
Lien holders will be required to subordinate their mortgage or deed of trust to the easement of the County.

N/A

L. Describe all uses currently made of the land and by whom:

Agricultural

Rented to Roy Testerman

Non-agricultural

Tenant homes for farm workers



M. Zoning Classifications (if known).

Ag

---

N. Identify all children of owner(s).

Name

Address

N/A

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O. Identify all living mothers, fathers, brothers or sisters of owners of this property willing to participate in family conveyance lot transactions.

Name

Address

N/A

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P. Identify all residences and buildings on the land.

Org main home, three tenant homes

Large Dairy Barn w/ several support farm buildings

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Q. Applicant's accountant.

Name N/A

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

R. Identify all soil and/or water conservation plans in effect concerning the land and if all practices are applied (forward copy of SCS plan).

SGG SCS plan on file

S. Farm land breakdown

Cropland acres 111

Pasture acres 20

Woodland acres 50

Homestead acres 4

Other \_\_\_\_\_

T. Innovative farming practices on farm and type and production.

N/A other than SCS applied conservation practices

\_\_\_\_\_  
\_\_\_\_\_

U. Has the Applicant, or any principal, officer, or principal stockholder:

1. Ever been convicted of a criminal offense other than a traffic violation?

☐ Yes

☒ No

If yes, please explain: \_\_\_\_\_

2. Ever been involved in bankruptcy or insolvency proceedings?

☐ Yes

☒ No

If yes, please explain: \_\_\_\_\_

3. Is there any litigation pending against the Applicant, principal, officer or principal shareholder?

☐ Yes

☒ No

If yes, please explain: \_\_\_\_\_

V. Other:

Are there any other facts or circumstances of a material nature (e.g., conflicts of interest) relating to any of the parties to the proposed transaction, the proposed facility, or its uses, which have not been clearly described in this application or which deserve further explanation?

☐ Yes

☒ No

X. Please indicate whether you will take Installment Purchase option or lump sum payment.  
IPA

II. EXECUTION

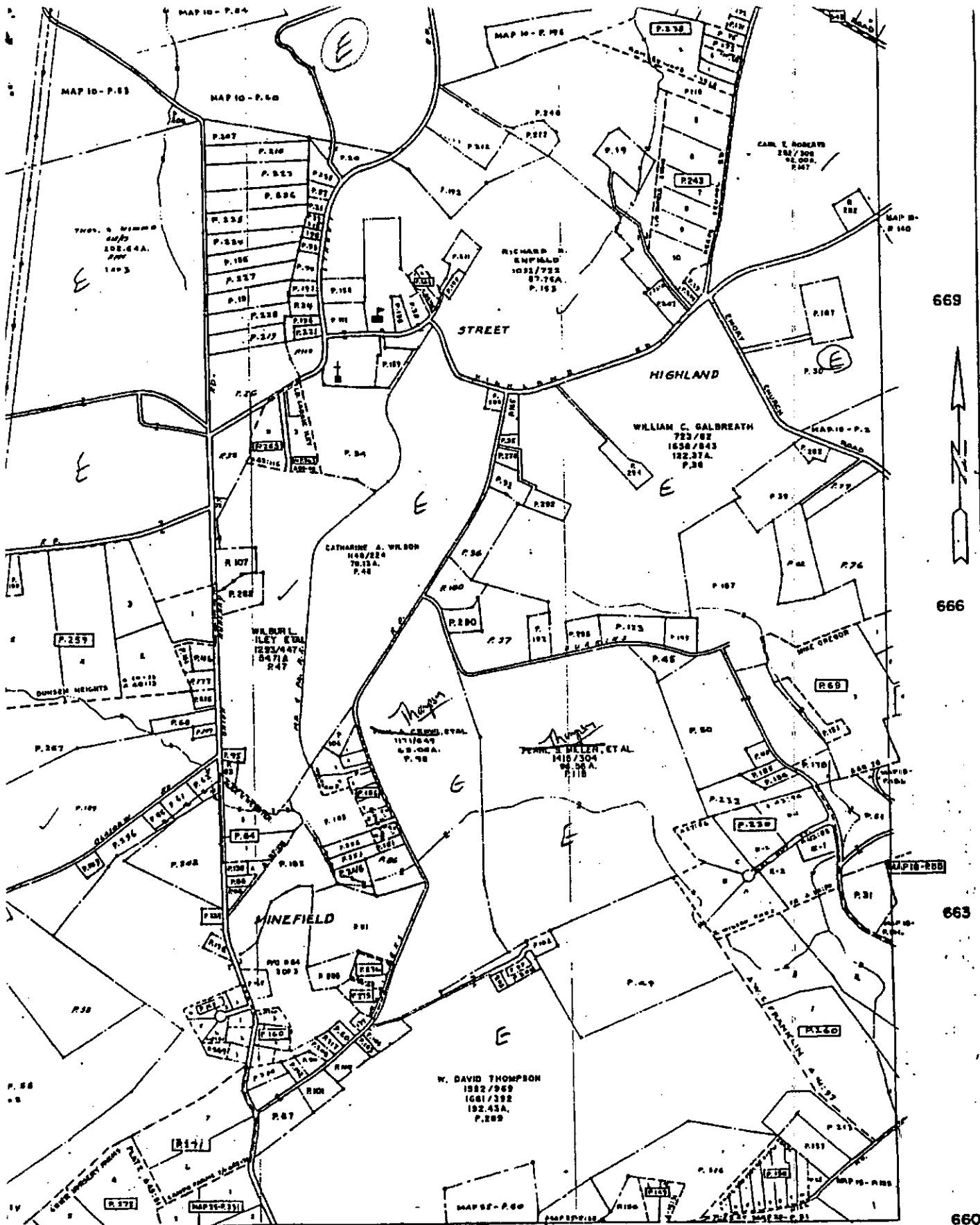
It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Agricultural Advisory Board of Harford County, Maryland in its consideration of this application for the sale of a development rights easement to Harford County, Maryland.

It is further understood that I/we, as Applicant, under this program may be required to attend a session of the County Council of Harford County, Maryland. The session will be a public hearing regarding this request. Meetings may also be necessary with the member of the County Council who represents the geographic area where the land is located.

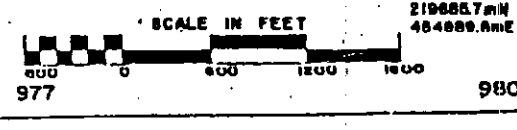
The information in this application and supporting exhibits is true and complete to the best of my/our knowledge and is submitted for the purpose of the sale of a development rights easement to Harford County, Maryland. I/We authorize Harford County to conduct whatever investigation it feels is necessary to properly evaluate and process this application. I/We understand that this application is subject to review of the Agricultural Advisory Board approval of the County Council of Harford County, Maryland, title search, survey, soil evaluation and other factors set forth in the Act.

Dated at Street MD, on October 15<sup>th</sup>, 19 2001  
(City) (State)

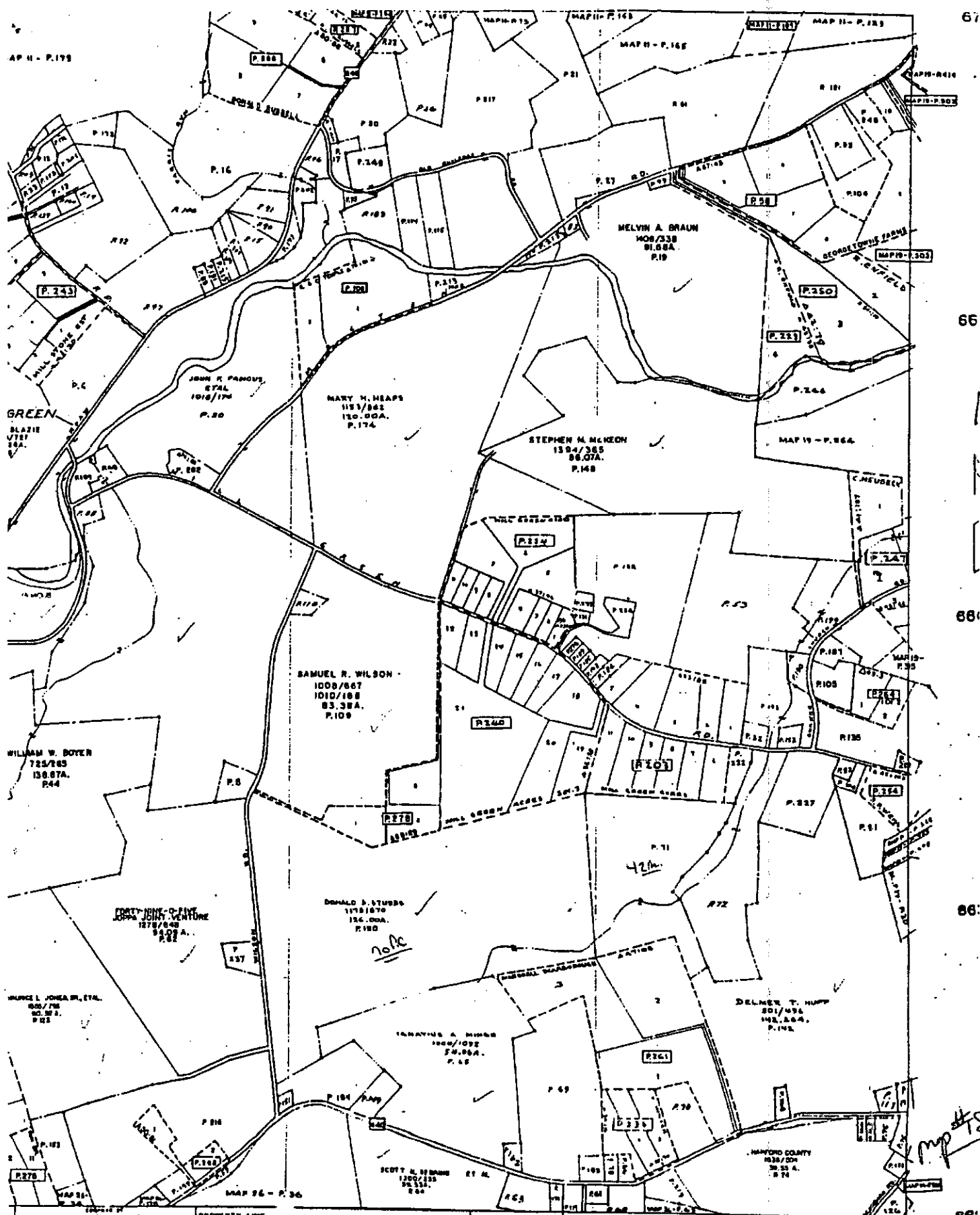
/s Donald S. Stubbs  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



OF ASSESSMENTS & TAXATION  
 MAP DIVISION  
 PARCEL NUMBER - P. 307  
 SCALE: 1" = 600'  
 JAN 1979



MAP NO.  
 17



HARFORD COUNTY, MARYLAND  
REAL PROPERTY BILLING

DATE: 03/08/02 TIME: 08:46:52

DIST: 05 INDEX NO: 037646 LIBER: 1902 FOLIO: 0505 EXPT CODE: 0

USE: A MAP: 0018 GRID : 0003F PARCEL: 0071 TOWN CODE: 000

NAME: STUBBS DONALD SCARBOROUGH TRUSTEE CURRENT ASMT: 12,330

ADDR: 3923 STREET ROAD STATE TAX: 10.36

STREET MD 21154-1317 COUNTY TAX: 115.41

HIGHWAY TAX: 19.23

GROSS TAX: 145.00

NET TAX: 145.00

DESC: 42 ACRES  
E OF WILSON ROAD  
S E OF STREET

CB CREDIT: 0.00

SOLAR CREDIT: 0.00

HMSTD CREDIT: 0.00

FIELD CARD: 01518-000-00-00

LOCAL CREDIT:

SUPPLEMENTAL TAX FLAG: COMMUNITY ASSOC: NON-PROFIT FLAG:

SOLAR ASMT: 0 SOLAR MAX: 0.00 PREFER LND ASMT: 12,330

DATE LAST ASSESSED: 0800

PRIOR ASSESSMENT: 12,330

DATE: 03/08/02  
TIME: 08:48:04

HARFORD COUNTY, MARYLAND  
REAL PROPERTY BILLING

DIST: 05 INDEX NO: 037638 LIBER: 1902 FOLIO: 0505 EXPT CODE: 0  
USE: A MAP: 0018 GRID : 0004E PARCEL: 0150 TOWN CODE: 000

NAME: STUBBS DONALD SCARBOROUGH TRUSTEE	CURRENT ASMT:	291,080
ADDR: 3443 STREET ROAD	STATE TAX:	237.90
STREET, MD 21154-1317	COUNTY TAX:	2,650.94
	HIGHWAY TAX:	441.82
	GROSS TAX:	3,330.66
	NET TAX:	3,330.66

DESC: 1MP5126 AC	CB CREDIT:	0.00
3443 WILSON ROAD	SOLAR CREDIT:	0.00
S E OF STREET	HMSTD CREDIT:	0.00
FIELD CARD: 01517-000-00-00	LOCAL CREDIT:	0.00

SUPPLEMENTAL TAX FLAG: COMMUNITY ASSOC: NON-PROFIT FLAG:

SOLAR ASMT: 0	SOLAR MAX: 0.00	PREFER LND ASMT: 39,650
DATE LAST ASSESSED: 0800	PRIOR ASSESSMENT: 283,220	

ENTER=MENU  
RETURN;

CLEAR =END SESSION



John M. Scarborough, Esq., 1510 Highvue Court, Forest Hill., MD 21050

THIS DEED, made this 2<sup>nd</sup> day of October, 1992, by

DONALD S. STUBBS and MABEL S. STUBBS, his wife, of Harford County, State of Maryland.

WITNESSETH, that for no consideration, the said Donald S. Stubbs and Mabel S. Stubbs, his wife, do hereby grant and convey unto DONALD SCARBOROUGH STUBBS as Trustee of the Donald Scarborough Stubbs Trust, forever, in fee simple, all those farms or tracts of                      land, situate, lying and being in the Fifth Election District of                      Harford County, Maryland, and consisting of the following:

I. HOME FARM

All of that tract or parcel of land situate and lying on the general easterly side of Wilson Road, north of Boyd Road (Maryland Route No. 440) , containing 126 acres, and 161. perches, more or less; and

BEING the same and all of the land and property described in the following deeds or instruments:

- (a) Deed from Evelyn B. Scarborough to Estelle Scarborough Stubbs (Davis), dated February 9, 1906, and recorded among the Land Records of Harford County in Liber W.S.F. No. 117, folio 204;
- (b) Deed from Evelyn B. McBride, widow, to Estelle S. Davis, dated May 27, 1936, and recorded among the Land records aforesaid in Liber S.W.C. Mo. 241, folio 377;
- (c) All of that undivided one—half interest which the late Estelle S. Davis acquired as an heir of her father, Parker F. Scarborough, who departed this life on or about August 1, 1904, intestate; and
- (d) Also being those properties described in and conveyed under numbered paragraphs 1, 2 and 4 in the aforementioned deed from Estelle S. Davis, widow, to Mary Harry Heaps and Donald S. Stubbs, as tenants in common, dated December 2, 1968, and recorded among the aforesaid Land Records in Liber G.R.G. Mo. 802, folio 025; and

II. SMITH FARM

All of that tract or parcel of land situate, lying and binding on the general easterly side of the afore—mentioned "Home Farm", containing 42 acres, more or less; and

LIBER 902      FOLIO 505

BEING the same and all of the land and property described in and conveyed by the following deeds;

(a) Deed from Harry E. Smith and Mattie E. Smith, his wife, to G. Harry Davis and Estelle S. Davis, his wife, dated April 15, 1941, and recorded among the Land Records of Harford County, Maryland, in Liber G.C.B. No. 265, folio 234; and

(b) Also being the same property described in and conveyed under paragraph number 5 in the aforementioned deed from Estelle S. Davis, widow, to Mary Harry Heaps and Donald S. Stubbs, as tenants in common, dated December 2, 1969, and recorded among the Land Records aforesaid in Liber G.R.G. No. 802, folio 026;

ALSO BEING all of those farms or tracts of land described in and conveyed by Deed from Mary Harry Heaps to Donald S. Stubbs, dated November 12, 1981, and recorded among the Land Records of Harford County in Liber H. .D.C. No. 1153, folio 839.

ALSO BEING all of those farms or tracts of land described in and conveyed by deed from Donald S. Stubbs to Donald S. Stubbs and Mabel S. Stubbs, his wife, dated October 26, 1982, and recorded among the Land Records of Harford County in Liber H.D.C. No.4173, folio 570.

TOGETHER WITH all of the buildings and improvements thereon and all the rights, alleys, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same tracts of ground and premises, herein described and mentioned, and hereby intended to be conveyed unto the said Donald Scarborough Stubbs as Trustee forever, in fee simple.

AND the said Donald S. Stubbs and Mabel S. Stubbs, his wife, do hereby covenant to warrant specially the lands and premises herein described and intended to be conveyed and agree to execute such other and further assurances thereof as may be requisite and necessary.

AS WITNESS our hands and seals the day and year first herein written.

NO TITLE SEARCH

WITNESS:

(unable to read signature Scarborough      /s/ Donald S. Stubbs (SEAL)  
Donald S. Stubbs

(unable to read signature Scarborough      /s/ Mabel S. Stubbs (SEAL)  
Mabel S. Stubbs

STATE OF MARYLAND, HARFORD COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of October 1992, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared DONALD S. STUBBS and MABEL S. STUBBS, his wife, and they acknowledged the foregoing deed to be their act, and under penalties of perjury do further state that there is no consideration as herein set forth.

AS WITNESS my hand and Notarial Seal.  
My Commission Expires:

April 1, 1993                      /s/ Nancy R. Jones (SEAL)  
Notary Public

The Undersigned hereby certifies that this instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

/s/ John Scarborough

(stamp) AGRICULTURAL TRANSFER TAX IN THE  
AMOUNT OF \$ None  
Received for transfer  
State Department of Assessments  
& Taxation of Harford County  
/s L Hodgkins    12/30/92  
By                      Date

(stamp) PROPERTY PRESENTLY NOT ON WATER  
& SEWER SYSTEM. PER JWW  
DATE 12/31/92 HARFORD COUNTY  
WATER & SEWER ACCOUNTING

(stamp) ALL TAXES PAID  
OFFICE OF THE TREASURY  
BUREAU OF REVENUE COLLECTIONS  
12/31/92 JD

LIBER 902 FOLIO 507

John M. Scarborough, Esq. 1510 Highvue Court, Forest Hill, MD 21050

THIS DEED, made this 22<sup>nd</sup> day of October, 1992, by DONALD S. STUBBS and MABEL S. STUBBS, his wife, of Harford County, State of Maryland..

WITNESSETH, that for no consideration, the said Donald S. Stubbs and Mabel S. Stubbs, his wife, do hereby grant and convey unto MABEL SNODGRASS STUBBS, as Trustee of the Mabel Snodgrass Stubbs Trust, forever, in fee simple, all those tracts or parcels of land, situate, lying and being in the Fifth Election District of Harford County, Maryland. in or near the village of Street, and consisting of the following:

I. PARCEL A

ALL that tract or parcel of land situate and lying in or near the village of Street containing 15.904 acres, more or less; and

BEING the same and all the land and property conveyed by and described in a deed from Dorothea Jacob to Donald S. Stubbs and Mabel S. Stubbs, his wife, dated December 19, 1951, and recorded among the Land Records of Harford County in Liber G.R.G.. No. 367, folio 489, saving and excepting therefrom that part conveyed by and described in a deed from Donald S. Stubbs and Mabel S. Stubbs, his wife, to Highland Presbyterian Church, Incorporated, dated December 19, 1974, and recorded among the Land records of Harford County in Liber H.D.C. No. 965, folio 139.

II. PARCEL B

All that tract or parcel of land situate and lying in or near the village of Street containing 1.01 acres, more or less; and

BEING a part of Lot No. 3 conveyed by and described in a deed from Susie Louise Iley Amrein and Mervin W. Amrein, her husband, to Donald S. Stubbs and Mabel S. Stubbs, his wife, dated June 30, 1986, and recorded among the Land Records of Harford County in Liber C.G.H. No. 1330, folio. 164; and

BEING also the same and all the remaining 1.01 acres, more or less, as shown on a plat entitled "Resubdivision Lot J Carrie Iley Property", which Plat is recorded among the Plat Records of Harford County in Plat Book C.G.H. No. 60, folio 45.

TOGETHER WITH all of the buildings and improvements, thereon and all rights, alleys, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same tracts of ground and promises, herein described and mentioned, and hereby intended to be conveyed unto the said Mabel Snodgrass Stubbs as Trustee forever, in fee simple.

AND the said Donald S. Stubbs and Mabel S. Stubbs, his wife, do hereby covenant to warrant specially the lands and premises herein described and intended to be conveyed and agree to execute such other and further assurances thereof as may be requisite and necessary.

AS WITNESS our hands and seals the day and year first herein written.

NO TITLE SEARCH

WITNESS:

/s/ John Scarborough

/s/ Donald S. Stubbs (SEAL)

Donald S. Stubbs

/s/ John Scarborough

/s/ Mabel S. Stubbs (SEAL)

Mabel S. Stubbs

STATE OF MARYLAND, HARFORD COUNTY, TO WIT

I HEREBY CERTIFY, that on this 22<sup>nd</sup> day of October, 1992, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared DONALD S. STUBBS and MABEL S. STUBBS, his wife, and they acknowledged the foregoing deed to be their act, and under penalties of perjury do further state that there is no consideration as herein set forth.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:  
April 1, 1993

/s/ Nancy R. Jones  
Notary Public

The Undersigned hereby certifies that this instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

/s/ John Scarborough

(stamp) AGRICULTURAL TRANSFER TAX IN THE  
AMOUNT OF \$ None  
Received for transfer  
STATE DEPARTMENT OF ASSESSMENTS  
& TAXATION OF HARFORD COUNTY  
/s/ L Hodgkins 12/31/92  
By Date

ALL TAXES PAID  
DEPT OF THE TREASURY  
BUREAU OF REVENUE COLLECTIONS  
12/31/92 JD

PROPERTY PRESENTLY NOT ON WATER  
& SEWER SYSTEM PER JWW  
DATE: 12/31/92 HARFORD COUNTY WATER  
& SEWER ACCOUNTING

**EXHIBIT B**

Records of The Harford County Agricultural Advisory  
Board evaluating and ranking applications pursuant  
to the County's easement priority ranking system.

## 2002 Harford Preservation Ranking

RANK	NAME / ADDRESS	ACREAGE	POINTS
1	Mr. Donald Stubbs 3443 Wilson Road 3923 Street Road Street, MD 21154	185.00	239.45
2	Mr. & Mrs. Leo Werneke 2704 Scarff Road Fallston, MD 21047	79.00	226.32
3	Mr. & Mrs. Carl Nash 1106 Heaps Road Street, MD 21034	74.00	214.73
4	Mr. & Mrs. Al Lehnerd 521 Darlington Road Darlington, MD 21034	123.00	202.67
5	Mr. & Mrs. Gerald Fletcher 200 Jerry's Road Street, MD 21154	76.00	188.90
6	Ms. Linda Wiley etal E S Constitution Road Pylesville, MD 21132	116.00	187.17
7	Mr. & Mrs. Edward Rahll Sr. 2307 Putnam Road Forest Hill, MD 21050	159.00	183.91
8	Mr. & Mrs. Brian Simmons 1305 Deer Creek Road Forest Hill, MD 21050	69.00	183.44
9	Mr. & Mrs. Clyde Hall Little Farm LLC 4232 Conowingo Road Darlington, MD 21034	150.00	174.74
10	Mr. & Mrs. Dean King 1934 Harkins Road Pylesville, MD 21132	50.00	173.21
11	Mr. & Mrs. Steven Graefe 1954 Mt. Horeb Road Street, MD 21154	120.00	173.18
12	Mr. Charles Creswell 713 Thomas Run Road Bel Air, MD 21015	30.00	173.15
13	Mr. Elmer Bosely & Ms. Mary Jones 3300 Thomas Bridge Road Street, MD 21154	110.00	172.30

14	Mr. Evan T. Scarff 2401 Johnson Mill Road Forest Hill, MD 21050	55.00	171.20
15	Mr. & Mrs. Edgar Almony 3110 Dry Branch Road White Hall, MD 21161	83.00	167.23
16	Mr& Mrs. George Merryman 4511 Flintville Road Whiteford, MD 21160	42.00	163.30
17	Mr. & Mrs. Gary Gray 2954 Conowingo Road Bel Air, ,MD 21014	81.00	162.69
18	Mr. Albert McGuigan 4534 Graceton Road Whiteford, MD 21160	90.00	161.96
19	Harford County 4-H Camp 6 Cherry Hill Road Street, MD 21050	184.00	160.04
20	Mr. David Button 2806 Sharon Road Jarrettsville, MD 21084	141.00	158.85
21	Mr. Kevin Bearsch etal. 3200 Clayton Road Joppa, MD 21085	58.00	158.11
22	Mr. & Mrs. Gerald Weeks 2438 Johnson Mill Road Forest Hill, MD 21050	54.00	157.79
23	Mr. Elson Duvall 4216 Harford Creamery Road White Hall, MD 21161	56.00	152.68
24	Mr. & Mrs. William Hauck 4686 Norrisville Road White Hall, MD 21161	28.00	150.61
25	Mr. Bernard Getscher 1060 Taylor Road Street MD, 21154	66.00	148.25
26	Mr. Scott Sebring 5027 Carea Road White Hall, MD 21161	59.00	147.87
27	Mr. & Mrs. Wilson Bailey 1939 High Point Road Forest Hill, MD 21050	23.00	129.66



28	Mr. & Mrs. Joseph Ownes 2527 Harkins Road White Hall, MD 21161	22.00	128.20
29	Ms. Marjorie Kelly & Ms. Elsie Barnaby 2449 Laurel Brook Road Fallston, MD 21047	30.00	124.50
30	Mr. and Mrs. Albert Laisy 2501 Laurel Brook Road Fallston, MD 21047	27.00	123.42

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MABLE S. STUBBS, TRUSTEE AND DONALD S. STUBBS, TRUSTEE

the Seller

and

HARFORD COUNTY, MARYLAND,

the County

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INSTALLMENT PURCHASE AGREEMENT  
(No. 2003-1)

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**INSTALLMENT PURCHASE AGREEMENT**  
(No. 2003-1)

THIS INSTALLMENT PURCHASE AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2002, between MABLE S. STUBBS, TRUSTEE AND DONALD S. STUBBS, TRUSTEE (the 'Seller') and HARFORD COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (the "County").

**RECITALS**

A. Pursuant to and in accordance with Ordinance No. 93-2, now codified as Section 60-9 of the Harford County Code, as amended (the "Authorizing Act"), the County is authorized to preserve agricultural land in Harford County, Maryland by purchasing the development rights (as defined in the Authorizing Act) in agricultural lands located within the County.

B. The Seller is the owner in fee simple of certain agricultural real property located in Harford County, Maryland and more particularly described in Exhibit A to the Deed of Easement (hereinafter defined) (the "Land"). The Seller has offered to sell to the County the Seller's development rights in the Land and the County has accepted such offer, all upon and subject to the conditions set forth in this Agreement.

C. The County will receive the Seller's development rights in the Land for the purposes set forth in the Authorizing Act.

D. Except for the limited transferability described herein and in the Deed of Easement referred to herein, the transfer by the Seller of their development rights in the Land shall be in perpetuity.

E. The Seller owns 205 acres of Land, which are a part of the Land on which the County is authorized to acquire a Deed of Easement.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Seller and the County hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

SECTION 1.1. Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

"Agricultural Use" means the rights of the Seller to continue to use the Land in perpetuity for agricultural purposes which directly contribute to the production, processing, or storage of agricultural products as defined by the United States Department of Agriculture, including agricultural uses permitted within the Harford County Zoning Code.

"Building Lot" means a lot of two acres or less included as part of the Land on the date hereof, which is hereafter either (a) released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for such original Seller, or (b) conveyed or to be conveyed by the original Seller (but not any heir, personal representative, successor or assign) to one or more of such original Seller's children for the purpose of creating a building lot for a dwelling for such child or children, all in accordance with the Deed of Easement.

"Business Day" or "business day" means a day on which (a) banks located in each of the cities in which the principal office of the County or the Registrar is located are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

"Closing Date" means \_\_\_\_\_, the date of execution and delivery of this Agreement by the parties.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect or proposed from time to time with respect thereto.

"County" means Harford County, Maryland, a body politic and corporate and a political subdivision created and existing under and by virtue of the Constitution and laws of the State, its successors and assigns.

"County Council" means the County Council of Harford County, Maryland.

"County Executive" means the County Executive of Harford County, Maryland.

"Deed of Easement" means the Deed of Easement dated \_\_\_\_\_, from the Seller to the County, which shall convey the Development Rights (but not the Agricultural Use) to the County in perpetuity, substantially in form attached hereto as Exhibit A.

"Development Rights" means the rights of the Seller in the Land to develop the Land for any purpose except those which are related directly to or as an accessory use of the Land for Agricultural Use. The term "Development Rights" shall not include the Agricultural Use.

"Enabling Legislation" means, collectively, (1) Section 524 of the Harford County Charter and (2) Ordinances 93-2 and 93-3 passed by County Council on April 6, 1993 approved by the County Executive on April 20, 1993, effective June 21, 1993 and codified as Section 60-9, of the Harford County Code, as amended, and (3) Bill No. 02-26 passed by the County Council on \_\_\_\_\_, 2002, approved by the County Executive on \_\_\_\_\_, 2002 and effective \_\_\_\_\_, 2002.

"Interest Payment Date" means \_\_\_\_\_ in each year commencing \_\_\_\_\_.

"Land" means the tract of land located in Harford County, Maryland, containing approximately 205 acres, and more particularly described in Exhibit A attached to the Deed of Easement and made a part thereof and by reference a part hereof; provided, however, that if (a) a Building Lot is released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for the original Seller, or (b) the original Seller conveys one or more Building Lots to their children in accordance with the Deed of Easement, the Building Lots so released or conveyed shall not thereafter be considered to be part of the Land.

"Permitted Encumbrances" means the encumbrances listed on Exhibit B attached hereto and made a part hereof and any encumbrances on or with respect to the Land or any portion thereof hereafter approved by the County.

"Person" or "person" means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

"Purchase Price" means Seven Hundred Seventeen Thousand Five Hundred Dollars (\$717,500.00), the purchase price to be paid by the County to the Registered Owner in accordance with this Agreement.

"Registered Owner" means the registered owner of this Agreement as shown on the registration books maintained by the Registrar.

"Registrar" means the Treasurer of the County, or any other person hereafter appointed by the County to act as Registrar and paying agent for this Agreement.

"Seller" means Mable S. Stubbs, Trustee and Donald S. Stubbs, Trustee, her respective heirs, personal representatives, and assigns, and any other person who becomes the owner of the Land.

"State" means the State of Maryland.

SECTION 1.2. Rules of Construction. The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Agreement in its entirety.

The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants".

References to- Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

## ARTICLE II

### SALE AND PURCHASE OF DEVELOPMENT RIGHTS

SECTION 2.1. Agreement to Sell and Purchase Development Rights. The Seller agrees to sell the Development Rights to the County and the County agrees to purchase the Development Rights from the Seller on the date hereof for a purchase price of \$717,500.00 (the "Purchase Price").

SECTION 2.2. Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the County, the Seller shall execute and deliver to the County on the Closing Date the Deed of Easement. The Deed of Easement shall be recorded among the Land Records of Harford County, Maryland.

## ARTICLE III

### PAYMENT OF PURCHASE PRICE

#### SECTION 3.1. Payment of Purchase Price.

(a) The County shall pay a portion of the Purchase Price in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_) to the Seller on the Closing Date and shall pay the balance of the Purchase Price to the Registered Owner in installments on \_\_\_\_\_ and on the same day of each year thereafter to and including (each an "Installment Payment Date"), in the amounts set forth in Schedule I attached hereto and made a part hereof.

(b) Interest on the unpaid balance of the Purchase Price shall accrue from the date hereof and shall be payable to the Registered Owner on \_\_\_\_\_ and annually thereafter in each year to and including \_\_\_\_\_ at the rate of \_\_\_\_\_% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the installments of the Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.

(d) Payment of interest on the unpaid balance of the Purchase Price shall be made by the County on each Interest Payment Date to the Registrar. Payments of the principal installments of the Purchase Price shall be made on each Installment Payment Date to the Registrar. The Registrar shall forward all such payments (other than the final installment of the Purchase Price) to the person appearing on the books of the County maintained by the Registrar as the Registered Owner, by check or draft mailed to the Registered Owner at the address of the Registered Owner as it appears on such registration books or, if the Registered Owner is a trustee who has issued certificates of participation in this Agreement, by wire transfer to such Registered Owner to the bank



account number on file with the Registrar on the tenth day before the applicable Interest Payment Date or Installment Payment Date, or if such tenth day is not a Business Day, the Business Day next preceding such day. The final installment of the Purchase Price shall be paid by the Registrar to the Registered Owner upon presentation and surrender of this Agreement at the office of the Registrar.

(e) The County's obligation to make payments of the Purchase Price hereunder and to pay interest on the unpaid balance of the Purchase Price is a general obligation of the County, and the full faith and credit and the taxing power of the County are irrevocably pledged to the punctual payment of the Purchase Price and the interest on the unpaid balance of the Purchase Price as and when the same respectively become due and payable.

### SECTION 3.2. Registration and Transfer of this Agreement.

(a) Until the Purchase Price and all interest thereon have been paid in full, the Registrar, on behalf of the County, shall maintain and keep at the offices of the Registrar, registration books for the registration and transfer of this Agreement. The ownership of this Agreement may not be transferred or assigned, except upon the written approval of the County.

(b) The original Seller is the original Registered Owner. This Agreement shall be transferable only upon the written approval of the County and upon the books of the County maintained for such purpose by the Registrar, at the written request of the Registered Owner as then shown on such registration books or his attorney duly authorized in writing, upon presentation and surrender thereof, together with a written instrument of transfer substantially in the form attached hereto as Exhibit C, or as may otherwise be satisfactory to and approved by the Registrar in writing, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the surrender for transfer of this Agreement, the Registrar shall complete the Schedule of Transferees attached hereto as Exhibit D with the name, address and tax identification number of the transferee Registered Owner, the date of the transfer and the outstanding principal balance of the Purchase Price as of the date of transfer; provided, however, that if there is any conflict between the information set forth in Exhibit D hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

The County and the Registrar may deem and treat the person in whose name this Agreement is registered upon the books of the County maintained by the Registrar as the absolute owner of this Agreement, whether any payments hereunder shall be overdue or not, for the purpose of receiving payment of, or on account of, the Purchase Price and interest thereon and for all other purposes, and all such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Agreement to the extent of the sum or sums so paid, and neither the County nor the Registrar shall be affected by any notice to the contrary.

For every registration of transfer of this Agreement, the County or the Registrar may make a charge sufficient to reimburse themselves for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

SECTION 3.3. Mutilated, Lost, Stolen or Destroyed Agreement. In the event that this Agreement is mutilated, lost, stolen or destroyed, the County and the Registered Owner (as then shown on the registration books maintained by the Registrar) shall execute a substitute for this Agreement having the same terms as that of this Agreement mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Agreement, such mutilated Agreement shall first be surrendered to the Registrar, and, in the case of any lost, stolen or destroyed Agreement there shall be first furnished to the County and the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar, together with indemnity satisfactory to each of them in their sole discretion. The County and the Registrar may charge the Registered Owner requesting such new Agreement their expenses and reasonable fees, if any, in this connection. If after the delivery of such substitute Agreement, a bona fide purchaser of the original Agreement (in lieu of which such substitute Agreement was issued) presents for payment such original Agreement, the County and the Registrar shall be entitled to recover such substitute Agreement from the person to whom it was delivered or any other person who receives delivery thereof, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor or otherwise to the extent of any loss, damage, cost or expense incurred by the County and the Registrar in connection therewith.

#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES

SECTION 4.1. Representations and Warranties of the County. The County makes the following representations and warranties:

- (a) The County is a body politic and corporate and a political subdivision of the State.
- (b) The County has the necessary power and authority to acquire the Development Rights, to enter into this Agreement, to perform and observe the covenants and agreements on its part contained in this Agreement and to carry out and consummate all transactions contemplated hereby. By proper action, the County has duly authorized the execution and delivery of this Agreement.
- (c) This Agreement has been duly and properly authorized, executed, sealed and delivered by the County, constitutes the valid and legally binding obligation of the County, and is enforceable against the County in accordance with its terms.
- (d) There are no proceedings pending or, to the knowledge of the County, threatened before any court or administrative agency which may affect the authority of the County to enter into this Agreement.

SECTION 4.2. Representations and Warranties of the Original Seller. The original Seller makes the following representations and warranties with respect to herself, but not with respect to any transferee Seller:

(a) The Seller has full power and authority to execute and deliver this Agreement and the Deed of Easement, and to incur and perform the obligations provided for herein and therein. No consent or approval of any person or public authority or regulatory body is required as a condition to the validity or enforceability of this Agreement or the Deed of Easement, or, if required, the same has been duly obtained.

(b) This Agreement and the Deed of Easement have been duly and properly executed by the Seller, constitute valid and legally binding obligations of the Seller, and are fully enforceable against the Seller in accordance with their respective terms.

(c) There is no litigation or proceeding pending or, so far as the Seller knows, threatened before any court or administrative agency which, in the opinion of the Seller, will materially adversely affect the authority of the Seller to enter into, or the validity or enforceability of, this Agreement or the Deed of Easement.

(d) There is (i) no provision of any existing mortgage, indenture, contract or agreement binding on the Seller or affecting the Land, and (ii) to the knowledge of the Seller, no provision of law or order of court binding upon the Seller or affecting the Land, which would conflict with or in any way prevent the execution, delivery, or performance of the terms of this Agreement or the Deed of Easement, or which would be in default or violated as a result of such execution, delivery or performance, or for which adequate consents, waivers or, if necessary, subordinations, have not been obtained.

(e) There exist no liens or security interests on or with respect to the Land (other than Permitted Encumbrances), or such liens or security interests will be released or subordinated to the Development Rights.

(f) The Seller is not a nonresident alien of the United States of America for purposes of federal income taxation.

(g) The Social Security Number of the Seller, Mable S. Stubbs, Trustee and Donald S. Stubbs, Trustee, are \_\_\_\_\_ and \_\_\_\_\_, respectively. The Seller shall, upon request of the County, execute Treasurer Form W-9 and deliver the same to the County for filing.

The representations in subsections (1) and (g) above are made under penalties of perjury and the information contained therein may be disclosed by the County to the Internal Revenue Service. The Seller acknowledges that any false statement in such subsections could be punished by fine, imprisonment or both.

## ARTICLE V

### PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

SECTION 5.1. Intent of County and Tax Covenant of County. The County intends that the interest payable under this Agreement shall not be includible in the gross income of the Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code. Accordingly, the County shall not knowingly take or permit to be taken any other action or actions or omit or fail to take any action, which would cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code, or which would otherwise cause interest payable under this Agreement to become includible in the gross income of any Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code.

SECTION 5.2. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel, dated the date hereof, to the effect that under existing laws, regulations, rulings and decisions, interest payable under this Agreement is not includible in the gross income of the Seller for federal income tax purposes, which opinion assumes continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of this Agreement and is otherwise limited in accordance with its terms. The Seller acknowledges that they have made their own independent investigation and have consulted with attorneys, accountants and others selected by the Seller in the Seller's sole discretion with respect to all other tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications); and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

## ARTICLE VI

### THE REGISTRAR

SECTION 6.1. Appointment of Registrar. The Treasurer of the County, is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2. Change of Registrar and Appointment of Successor Registrar. The County shall have the right, subject to the terms of any agreement with the Registrar, to change the Registrar at any time by filing with the Registrar to be removed, and with the Registered Owner, an instrument in writing. Notwithstanding the foregoing, such removal shall not be effective until a successor Registrar has assumed the Registrar's duties hereunder.

SECTION 6.3. Qualifications of Successor Registrar. Any successor Registrar shall be either (a) the Treasurer of the County, (b) an officer or employee of the County, or (c) a bank, trust company or other financial institution duly organized under the laws of the United States or any state or territory thereof which is authorized by law and permitted under the laws of the State to perform all the duties imposed upon it as Registrar by this Agreement.

SECTION 6.4. Successor by Merger or Consolidation. If the Registrar is a bank, trust company or other financial institution, any institution or corporation into which the Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation

resulting from any merger or consolidation to which the Registrar hereunder shall be a party or any institution or corporation succeeding to the corporate trust business (if any) of the Registrar, shall be the successor Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

## ARTICLE VII

### MISCELLANEOUS

SECTION 7.1. Successors of County. In the event of the dissolution of the County, all the covenants, stipulations, promises and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, the Seller, any other Registered Owner and the Registrar, shall bind or inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 7.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County, the Seller, any other Registered Owner and the Registrar, any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, the Seller, any other Registered Owner from time to time of this Agreement and the Registrar.

SECTION 7.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, including, without limitation, all Registered Owners from time to time of this Agreement.

SECTION 7.4. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

SECTION 7.5. Prior Agreements Canceled; No Merger. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the County and the Seller relating to the acquisition of the Development Rights. Neither the County nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Agreement and the Deed of Easement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land, the Development Rights and the payment for the Development Rights. In addition, this Agreement shall survive the execution and recording of the Deed of Easement in all respects and shall not be merged therein.

SECTION 7.6. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the County and the then-Registered Owner. An executed counterpart of any such amendment shall be

attached to this Agreement and shall be binding upon such Registered Owner and all successor Registered Owners.

SECTION 7.7. No Personal Liability of County Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the officers or employees of the County nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.8. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

SECTION 7.9. Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:

County: Harford County, Maryland  
County Office Building  
220 South Main Street  
Bel Air, Maryland 21014  
Attention: Treasurer

with a copy to: A. Frank Carven, III, Esquire  
County Attorney  
County Office Building  
220 South Main Street  
Bel Air, Maryland 21014

Seller: Mable S. Stubbs, Trustee and Donald S. Stubbs, Trustee  
3923 Street Road  
Street, Maryland 21154

Registrar: James M. Jewell, C.P.A.  
Treasurer  
County Office Building  
220 South Main Street  
Bel Air, Maryland 21014

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

SECTION 7.10. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

WITNESS the signatures and seals of the parties hereto as of the date first above written.

HARFORD COUNTY, MARYLAND

[COUNTY'S SEAL]

By: \_\_\_\_\_  
James M. Harkins  
County Executive

ATTEST:

\_\_\_\_\_  
John J. O'Neill, Jr.  
Director of Administration

WITNESS:

\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Mable S. Stubbs, Trustee

\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Donald S. Stubbs, Trustee

SELLER

INSTALLMENTS OF  
DEFERRED PORTION OF PURCHASE PRICE  
(MABLE S. STUBBS, TRUSTEE AND DONALD S. STUBBS, TRUSTEE)

Date of Payment

Amount Payable

Plus initial payment of purchase

Price on \_\_\_\_\_.

\$

TOTAL

\$717,500.00



EXHIBIT B  
TO  
INSTALLMENT  
PURCHASE  
AGREEMENT

PERMITTED ENCUMBRANCES

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company (all clauses, if any, which indicate any preference, limitation or discrimination based on race, color, religion or national origin are omitted from all building and use restrictions, covenants and conditions, if any, shown herein):

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for the value of record the estate or interest or mortgage •thereon covered by this +commitment.
2. Rights or claims of parties other than the insured in actual possession of any or all of the property.
3. Special assessments against the property which are not shown as existing liens by the public records.
4. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such changes payable on an annual basis which are not yet due and payable.

EXHIBIT C  
TO INSTALLMENT  
PURCHASE AGREEMENT

ASSIGNMENT

FOR VALUE RECEIVED, MABLE S. STUBBS, TRUSTEE AND DONALD S.

STUBBS, TRUSTEE (the "Registered Owner"), subject to the approval of Harford County,  
Maryland, hereby sell[s] assign[s] and transfer[s] unto

\_\_\_\_\_ without recourse, all of the Registered Owner's

right, title and interest in and to the Installment Purchase Agreement to which this Assignment is  
attached; and the Registered Owner's hereby irrevocably directs the Registrar (as defined in such  
Agreement) to transfer such Agreement on the books kept for registration thereof. The Registered  
Owner hereby represents, warrants and certifies that there have been no amendments to such  
Agreement [except \_\_\_\_\_].

Date: \_\_\_\_\_

WITNESS OR ATTEST: \_\_\_\_\_

NOTICE: The signature on this  
Assignment must correspond with of  
the name of the Registered Owner  
as it appears on the registration  
books for the Installment Purchase  
Agreement referred to herein in  
every particular, without alteration or  
enlargement or any change whatever.

**ADD NOTARY ACKNOWLEDGMENT**

Transfer of the foregoing Installment Purchase Agreement, as indicated above is approved  
this \_\_\_\_ day of \_\_\_\_\_, 20.

Harford County, Maryland

By: \_\_\_\_\_  
James M. Harkins  
County Executive

### TRANSFER OF AGREEMENT - SCHEDULE OF TRANSFEREES

[illegible]

**BILL NO. 02-26**HARFORD COUNTY BILL NO. 02-26Brief Title) Ag Land Preservation – Stubbs Property

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

**CERTIFIED TRUE AND CORRECT****ENROLLED**

James E. Massey, Jr.  
Administrator

[Signature]  
President

Date September 3, 2002Date September 3, 2002**BY THE COUNCIL**

Read the third time.

Passed: LSD 02-21 (September 3, 2002)

Failed of Passage: \_\_\_\_\_

By Order

James E. Massey, Jr. Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 5th day of September, 2002, at 4:00 p.m.

**BY THE EXECUTIVE**

James E. Massey, Jr. Council Administrator  
James M. Harbino  
COUNTY EXECUTIVE

APPROVED: Date 9-5-02**BY THE COUNCIL**

This Bill (No. 02-26), having been approved by the Executive and returned to the Council, becomes law on September 5, 2002.

EFFECTIVE DATE: November 4, 2002

James E. Massey, Jr., Administrator

**BILL NO. 02-26**